9/14/05 3:42:43 BK 509 PG 759 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

PREPARED BY: Fly Timber Company, Inc. 2178 Hwy 7 N Grenada, MS 38901 (662)-226-2276

Sectional Index: 24 Township: 2 Range: 6 Mississippi

STATE OF MISSISSIPPI

COUNTY OF DESOTO

ARNOLD OWINGS
ORMA OWINGS

EXHIBIT "A" attached

Grantor

To FLY TIMBER COMPANY, INC.

Grantee

FOR AND IN CONSIDERATION of Ten dollars cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the undersigned Arnold Owings and Morma Owings, herein referred to as "Grantor," does hereby sell, convey, and warrant unto FLY TIMBER COMPANY, INC., 2178 Hwy 7 North, Grenada, Mississippi, 38901, hereinafter referred to as "Grantee," ALL MERCHANTABLE TIMBER on the designated tract, more or less, that is standing, lying and being situated on the following described real property located in Desoto County, Mississippi, and being more particularly described as follows, to wit:

One Hundred Twenty Seven acres in the Southeast quarter of section 24 Township 2, Range 6 Desoto County Mississippi.

**SEE ATTACHED MAP FOR MORE EXACT TIMBER SALE AREA.

Fly Timber (Top)

7

This Timber Deed shall be for a period of Twenty-Four (24) months. This

Timber Deed and all rights granted to the Grantee herein as to ownership and/or removal
of timber from the herein-described property shall expire on September 12, 2007. Such
expiration, however, shall not effect or abridge all other rights and responsibilities that
either the Grantor or Grantee shall have for the faithful and prudent performance of the
terms and conditions of this Timber Deed. Ownership of all trees and timber remaining
on the property at the expiration of this Timber deed shall revert to the Grantor. Grantor
warrants that they have clear title to the property and the timber being sold and will
defend such title against any claims and pay any legal fees or judgments rendered
because of such claim.

The Grantee herein, its successors and assigns, shall have full rights of ingress and egress over and across the above-described property for the purpose of cutting and removing said timber. The Grantee is hereby granted the right to use logging equipment necessary for cutting and removing said timber. Grantee agrees to repair any damages to exterior fences that is a result of its harvesting operations.

Grantee agrees to maintain roadways during the harvesting period. Grantee further agrees that it shall repair all roadways, including those of third parties, over which timber is hauled under grants of easements, as nearly as practicable to the same condition as when entered upon by the Grantee. Grantee agrees to leave all roadways utilized level and well drained, and to install water bars, dips, or other diversions as needed to dissipate surface runoff and minimize erosion on all temporary roads. Grantee agrees not to leave any logging debris, brush or toppings in any agricultural fields, creeks or drainage ditches. Grantee further agrees to remove all trash (cans, bottles, lunch bags, etc.) placed

on the site by it's operation. Grantee agrees to issue a release when harvesting operations are complete regardless if the full contract period has been used or not. Grantee agrees that all logging will be done in accordance with the Mississippi Best Management Practice Guidelines as set forth by the Mississippi Forestry Commission.

It is absolutely understood that a portion of the consideration of this conveyance is the assumption by the Grantee herein of any and all liability for accidents or injuries occurring which are in any way connected with the logging operation. The Grantee herein agrees to hold harmless and indemnify the Grantor in the event of any such injuries. Grantee agrees to provide proof of liability insurance at the sellers request.

WITNESS MY SIGNATURE ON THIS / Jan OF SEPTEMBER 2005.

ARNOLD OWINGS

ARNOLD OWINGS

Ohn

MORMA OWINGS

STATE OF MISSISSIPPI

COUNTY OF 1) & Soto

This day personally appeared before me, the undersigned authority in and for the said County and State, the herein named Arnold Owings, who acknowledge before me that he acknowledged and signed the above and foregoing Timber Deed on the day and year therein mentioned for the purposes therein appearing, after being sworn by me.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 13th day of

September, 2005.

Notary Public

GRANTOR: Arnold Owings 11815 Miller Road Olive Branch, MS 38654

GRANTEE: Fly Timber Company, Inc. 2178 Hwy 7 North Grenada, MS 38901 (662)-226-2276

STATE OF MISSISSIPPI

COUNTY OF De Soto

This day personally appeared before me, the undersigned authority in and for the said County and State, the herein named Morma Owings, who acknowledge before me that he acknowledged and signed the above and foregoing Timber Deed on the day and year therein mentioned for the purposes therein appearing, after being sworn by me.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 13th day of September, 2005.

Notary Public

GRANTOR:
Morma Owings
11815 Miller Road
Olive Branch, MS 38654

NA NA GRANTEE: Fly Timber Company, Inc. 2178 Hwy 7 North Grenada, MS 38901 (662)-226-2276



